

LOSS OR DAMAGE TO OR IN CONNECTION WITH ANY GOODS

Section 4 (1) (f) of the Admiralty Act (2017) deals with the above subject maritime claims, loss or damage to or in connection with any goods;

Ship is liable to be arrested for the enforcement of maritime claims, or seized in execution or satisfaction of judgments in legal actions arising out of loss or damage to or in connection with any goods.

Loss of or damage to goods indicate that the scope of this head of claim is loss of or damage to cargo. Whether, in case such claims are brought in respect of carriage of goods under a time or a voyage charterparty is immaterial. This also applies for new forms of contracts, such as space contracts and slot charters.

The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of

lading. The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

The carrier and the ship shall in any event be discharged from all liability whatsoever in respect of the goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered. This period may, however, be extended if the parties so agree after the cause of action has arisen.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

Any clause, covenant or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence, fault or failure in the duties and obligations or lessening such liability otherwise than as provided in these Rules, shall be null and void and of no effect.